

SECTION 1. GENERAL INFORMATION

1.1 SUMMARY STATEMENT

The Department of Budget & Management (DBM), Office of Information Technology (OIT), intends to award a Master Contract to up to five vendors to provide Information Technology Consulting Services. Each required service will be summarized in a Task Order (TO) Request. Task Order Requests will be issued, as needed, throughout the term of the Master Contracts. All vendors awarded a Master Contract will be invited to compete for the single award that will be made to perform each specific TO. Based upon an evaluation of these responses, a single vendor will be selected to conduct each TO. A specific TO Agreement will then be entered into between the State and the selected vendor, which will bind the vendor to the contents of its TO response, including its price. Neither a TO, a Task Order Request, a Contractor's response to a Task Order Request, nor a TO Agreement, may in any way conflict with or supercede the Consulting Services Procurement Master Contract.

Attachment J is a list of all Statewide IT and telecommunications contracts and vendors for information purposes only. Offerors, in submitting their proposals, shall identify all existing or potential Conflicts of Interest with contractors listed in Attachment J that would prevent an offeror from fully performing the tasks described in this RFP. Any offerors with an excess of such conflicts, as determined by the State, will not be selected for a Master Contract award. Disclosures of actual conflicts of interest will be a continuing requirement subsequent to award of Master Contracts when responding to individual Task Order Requests.

1.2 TO PAYMENT TYPES

Fixed Price (FP) or Time and Materials (T&M) with a "not to exceed" (NTE) ceiling amount TOs may be issued under this contract, as appropriate to the type of services being requested.

1.3 NON-EXCLUSIVE USE

It is the State's intention to obtain information technology services as specified in this RFP. However, the contracts resulting from this procurement shall not be construed to require the State to use this contract exclusively. The State reserves the right to procure these services from other sources when it is in the best interest of the State to do so.

1.4 USE OF E-MARYLAND MARKETPLACE

DBM participates in the e-Maryland Marketplace electronic commerce system administered by the Maryland Department of General Services. Therefore, in addition to using the DBM website (www.dbm.state.md.us) and other means for transmitting the RFP and associated materials, DBM provides solicitations and minutes of pre-bid/proposal conferences, vendor questions and DBM responses, addenda, and other solicitation related information via e-Maryland Marketplace.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all vendors interested in doing business with DBM and other State agencies subscribe to e-Maryland Marketplace.

1.5 ABBREVIATIONS AND DEFINITIONS

For purposes of this RFP the following abbreviations or terms have the meanings indicated below:

Agency Task Order Contact The specific employee of a State agency other than DBM, identified in a Task Order Request and/or TO Agreement, who will be the point of contact or the point of contact designee for the Contractor awarded a TO Agreement that in some way involves that agency. The nature of the contact with this person may include, but is not limited to, obtaining billing or other types of information concerning the agency, and/or arranging for access to agency personnel or sites.

BPR Business Processing Reengineering.

Consulting Services Procurement Master Contract The contract(s) resulting from this procurement Project No. 050R2800066 entered into between DBM and up to five offerors responding to this RFP which provides the overall framework for awarding and conducting TOs. This contract includes all general State terms and conditions, fully loaded hourly labor category rates and all other details or circumstances which control all aspects of TOs. This contract will incorporate the entire RFP, including any addenda, and all or indicated portions of the selected offerors' proposals. A sample of this contract is included as Attachment A to this RFP. The final completed version of Attachment A will be the contract.

Contractor An entity selected under the procedures contained in this RFP that signs a Master Contract with the State.

DBM The Maryland Department of Budget and Management.

LAN Local Area Network.

Materials Does not include services of any kind, including consulting or subcontractor services.

MBE Minority Business Enterprise as identified in Attachment D certified by the Maryland Department of Transportation under COMAR 21.11.03.

Notice To Proceed A written notification from the State Project Manager that the Contractor should begin performance of the TO.

NTE Not-to-Exceed.

Procurement Officer Means the individual as identified in section 1.3 in this RFP, or any successor as may be named by DBM.

QA Quality Assurance.

RFP This Request for Proposals Project No. 050R2800066 including any amendments.

Services Means the rendering of time, effort or work. “Services” includes, but is not limited, to the professional, personal and/or contractual services provided by the labor categories described in the RFP, engineers, attorneys, accountants, consultants, subcontractors and any service that is associated with the provision of expertise or labor or both.

State Project Manager Means the individual as identified in section 1.2 in this RFP, or any successor as may be named by the DBM.

Task Order Agreement A signed contract between DBM and the Contractor selected via a Task Order Request to perform a CSP Task Order. A Task Order Agreement will deal only with the specific aspects of performing a CSP Task Order. All general terms and conditions are contained in the Consulting Services Procurement Master Contract and shall apply to all Task Order Agreements. A Task Order Agreement may not in any way amend, conflict with or supercede the Consulting Services Procurement Master Contract.

Task Order Manager The specific employee identified in a Task Order Request and/or TO Agreement, who will supervise the contractor rendering services for that respective TO.

Task Order Request A solicitation document which describes all specific circumstances regarding the performance of IT consulting services involving agencies of the State of Maryland. A Task Order Request will not amend, duplicate or conflict with any provision of the CSP Master Contract. A Task Order Request will only be distributed to successful Contractors.

Task Order Response The technical and financial response by a Contractor to a Task Order Request.

TO Task Order.

1.6 ISSUING OFFICE/STATE PROJECT MANAGER

DBM's OIT is issuing this RFP. The State Project Manager for this contract is:

Preston Dillard
Department of Budget and Management
Office of Information Technology
45 Calvert Street
Annapolis, MD 21401
Telephone #: 410-260-7226

Fax #: 410-974-5045
E-mail: pdillard@dbm.state.md.us

1.7 PROCUREMENT OFFICER

The sole point of contact in the State for purposes of this RFP is the Procurement Officer at the address listed below:

Susan Woomer
Department of Budget and Management
Office of Policy Analysis
Procurement Unit
First Floor, Room 114
45 Calvert Street
Annapolis, Maryland 21401
Telephone #: 410-260-7191
Fax #: 410-974-3274
E-mail: swoomer@dbm.state.md.us

1.8 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on October 5, 2001 beginning at 2:00 PM in the Joint Hearing Room of the Legislative Services Building at 90 State Circle, Annapolis, MD 21401. Attendance at the Pre-Proposal Conference is not mandatory but all interested offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the offeror's ability to meet the State's Minority Business Enterprise (MBE) goals.

The conference will be transcribed. A copy of the transcript will be available to potential offerors at a nominal charge directly from the transcription company. The identity of the transcription company and details of how to obtain a transcript copy will be provided at the conference. In addition a summary of the Pre- Proposal Conference and all known questions and answers at that time will be distributed, free of charge, to all prospective offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference it is requested that by 4:00 PM on October 2, 2001, all potential offerors planning to attend return a Pre-Proposal Conference Response Form or call Susan Woomer at 410-260-7191 with such notice. The Pre-Proposal Conference Response Form is included as Attachment F to this RFP. In addition, if there is need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least 5 days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

1.9 QUESTIONS

Written questions from prospective offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. As reasonably possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or, preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective offerors attending the Pre-Proposal Conference. As reasonably possible and appropriate, these questions will be answered at the pre-proposal conference.

Questions will also be accepted subsequent to the pre-proposal conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. In case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all potential offerors who are known to have received a copy of the RFP.

1.10 PROPOSALS DUE (CLOSING) DATE

An unbound original and five (5) copies of each offeror's technical and financial proposal must arrive at the office of the Procurement Officer, as listed in section 1.3 of this RFP, by October 26, 2001, by 2:00 PM local time, in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the Procurement Officer's office. Except as provided in COMAR 21.05.02.10, proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered. Proposals delivered by facsimile will not be considered.

1.11 DURATION OF OFFERS

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the offeror's written agreement.

1.12 REVISIONS TO THE RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the offeror's proposal in the transmittal letter accompanying the technical proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice.

Failure to acknowledge receipt does not relieve the offeror from complying with all terms of any such amendment.

1.13 CANCELLATIONS; DISCUSSIONS

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.14 ORAL PRESENTATIONS

Offerors may be required to make oral presentations to State representatives in order to clarify their proposals. Significant representations made during the oral presentation must be reduced to writing. They will become part of the offeror's proposal and are binding if the contract is awarded.

1.15 INCURRED EXPENSES

The State will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.16 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal to meet the requirements of this RFP.

1.17 PROTESTS/DISPUTES

Any protest or dispute related, respectively, to this solicitation or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies.)

1.18 MULTIPLE OR ALTERNATIVE PROPOSALS

An offeror may not submit more than one proposal. Multiple or alternative proposals will not be accepted.

1.19 ACCESS TO PUBLIC RECORDS ACT NOTICE

An offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

This information is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and, if applicable, also in its Financial Proposal. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01.)

1.20 OFFERORS' RESPONSIBILITIES

The State will enter into a contractual agreement only with the selected offerors. Each selected offeror shall be responsible for all services required by this RFP. Subcontractors, excluding those used solely to meet MBE participation goals, must be identified and a complete description of their role relative to the proposal must be included in the offeror's proposal. Subcontractors retained for the sole purpose of meeting the established MBE participation goals for this solicitation must be identified as provided in Attachment D of this RFP.

1.21 MANDATORY CONTRACTUAL TERMS

By submitting an offer in response to this RFP, offerors, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract--Attachment A. Any exceptions to the RFP or the Contract must be clearly identified in the Executive Summary of the Technical Proposal. A proposal that takes exception to these terms may be rejected.

1.22 VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore Maryland 21201. It is strongly recommended that any potential offeror complete registration prior to the due date for receipt of proposals. An offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful offeror from final consideration and recommendation for contract award.

1.23 BID/PROPOSAL AFFIDAVIT

Proposals submitted by offerors must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.24 CONTRACT AFFIDAVIT

All offerors are advised that if a contract is awarded as a result of this solicitation, successful offerors will be required to complete a Contract Affidavit. A copy of this Affidavit is included

for informational purposes as Attachment C of this RFP. This Affidavit must be provided within 5 business days of notification of intended contract award.

1.25 MINORITY BUSINESS ENTERPRISES (MBE)

An MBE subcontractor participation goal will be established for each TO with an aggregate goal for each Master Contract award of 25% of the amount of all payments by the State to the Contractor. Included within this requirement is a sub-goal of 10% for certified woman owned businesses and 7% for certified African-American businesses. The contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the goals in such subcontract awards by businesses certified by the State of Maryland as being owned and controlled by one or more socially and economically disadvantaged individuals. MBE requirements are specified in Attachment D of this RFP. MBE participation in work performed under this contract will be monitored by the State. See Attachment D for details.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1269.

The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label at the left side of the web site, half way down. The most current and up-to-date information on MBE's is available via this web site.

1.26 ARREARAGES

By submitting a response to this solicitation, each offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

1.27 PROCUREMENT METHOD

This contract will be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

1.28 STATE ETHICS LAW

The State Ethics Law, State Government Article 15-508, applies to persons that are involved in the drafting of specifications which are prohibited from participating in the implementation of those specifications if whether a prime or subcontractor. The State Ethics Law may apply to TOs issued to Contractors under the CSP.

1.29 MASTER CONTRACT DURATION

The Master Contract resulting from this RFP shall be for a three year period beginning upon approval of the Maryland Board of Public Works (BPW), which is anticipated to be in January of 2002. If approved by the BPW, the contract's base period is anticipated to end in January of 2005.

A TO end date may extend beyond the Master Contract end by no more than 12 months. TOs that extend beyond the Master Contract end will be billed at the then current contract year rates for that period of time that extends beyond the Master Contract end. (See Section 1.25 for details concerning these payments.)

The State, at its sole option, shall have the right to extend the Master Contract for up to two additional, successive one-year terms beyond the initial 3 year term. Any such contract extension may be exercised by the State either for a full one-year term or on a month-to-month basis for a full year or a portion of a year.

1.30 MASTER CONTRACT TYPE

The Master Contract shall be an Indefinite Quantity contract as defined in COMAR 21.06.03. TOs can be Fixed Price (FP) or Time & Materials (T&M).

Fixed Price is a type of payment for performing a TO whereby the exclusive payment to the Contractor will be the firm, fixed price quoted by the Contractor in its Task Order Request response. The Contractor must fully perform the TO for this price, regardless of its actual cost to do so or its level of profit or loss. As per the specific terms of a TO the Contractor may be paid all of this price upon completion of an TO, or may be paid portions of this price at specified periods or stages of completion, as long as the sum of such partial payments do not exceed the fixed price. Fixed Price TOs are not subject to the adjustment provisions of Section 1.29.

Not to Exceed Ceiling pertains only to Time and Materials Task Order Agreements awarded under this RFP. For T&M TO Agreements it means a discrete dollar amount, listed in the TO Agreement, that may not be exceeded without the written approval of the Procurement Officer. Services rendered in excess of the NTE without the approval of the Procurement Officer are rendered by Contractors at the risk of non-payment if the Procurement Officer refuses to increase the ceiling.

Fixed Hourly Labor Category Rates are fully loaded hourly rates established in the Master Contract that include all direct and indirect costs and profit for the Contractor to perform a T&M type of TO.

If the State exercises any renewal option (either for one year or one or more monthly extensions), the Contractors may adjust their base contract bid prices as contained in Attachment E to this RFP during the term of such renewals. This permissible adjustment mechanism shall be tied to the change in the Consumer Price Index (CPI.) The specific

procedure for calculating the adjustment and implementing the resulting price change is described as follows.

At least 30 days prior to the end of the base contract term or the State exercising any renewal option under the contract, the Contractor may submit a request to adjust the contract services rates then in effect based upon a change in the CPI as described below:

For hourly rates, the U. S. Department of Labor, Bureau of Labor Statistics (BLS), Consumer Price Index (CPI), All Urban Consumers, Washington-Baltimore, DC-MD-VA-WV, Commodities Less Food, Not Seasonally Adjusted (Series ID: CUURA311SACL1) shall be used as the basis for a request to adjust services rates. However, in no event shall the price increase exceed 5% of the current contract unit price. The adjustment will be calculated, as a percent of the prior year annual index number increase. The percent is derived from the difference between the prior calendar year "Annual" index number as published in the BLS-CPI and the most current year final, not preliminary, monthly index number as published by the BLS-CPI. The difference is expressed as a percentage of the prior calendar year "Annual" index number. This factor can only be used to document an increase in cost of service rates. The contractor must submit with the request: a copy of the proposed renewal price schedule showing the current contract services rates; the services rates adjustments as calculated using the BLS-CPI, All Urban Consumers, Washington-Baltimore, DC-MD-VA-WV, Commodities Less Food, Not Seasonally Adjusted (Series ID: CUURA311SACL1); and, the proposed renewal contract services rates.

In the event that the BLS discontinues the use of the specific index indicated above or the CPI Index, the State may consider a request from the contractor for a price adjustment based upon the most comparable successor index to the CPI, up to, but not to exceed, 5% for any renewal period.

For Example:

Consumer Price Index-All Urban Consumers

Series Catalog:

Series ID : CUURA311SACL1

Not Seasonally Adjusted

Area : Washington-Baltimore, DC-MD-VA-WV

Item : Commodities less food

Base Period : DECEMBER 1997=100

Data:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann
1999	99.8		99.6		101.1		100.8		102.6		102.8		101.3
2000	103.4		107.1										

Most Current Final Index (1999) is 101.3

Most Recent Annual Index (Mar 2000) is 107.1

Difference is 5.8

5.8 divided by 101.3 = 5.7%

Since the resulting factor of 5.7% is larger than 5%, the contractor would be allowed to submit a 5% price adjustment request to the State for that renewal option.

1.31 PERFORMANCE EVALUATIONS

The State of Maryland agencies utilizing the Consulting Services Procurement Contract must submit a performance evaluation of the Contractor(s) at the end of each calendar quarter and at the termination of each Task Order. The evaluation will consist of questions relative to the Contractor's performance on the Task Order. Survey responses will be used to calculate an overall score for that Task Order, or quarterly evaluation period.

Attachment I is a sample of the form (or general list of criteria) that may be used by the State to evaluate Contractor performance. The State agencies may optionally require the Contractor to fill out the performance evaluation forms (self-evaluation). The State agency will make the final judgement regarding the Contractor's performance. The Contractor will be provided a copy of the State's evaluation of the Contractor's performance. If a conflict occurs, the State's Project Management Office (PMO) for the CSP Contract will make the final determination. The performance evaluation information will be held in a database accessible to all State agencies.

1.32 CONTRACT EXTENDED TO INCLUDE OTHER NON-STATE GOVERNMENTS OR AGENCIES

For the purposes of information technology or telecommunications procurements, pursuant to §3-702(b) of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, and other non-state governments or agencies may purchase from the Contractor services covered by this contract at the same prices chargeable to the State. All such purchases by non-State governments or agencies: (1) shall constitute contracts between the Contractor and that government or agency; (2) shall not constitute purchases by the State or State agencies under this contract; (3) shall not be binding or enforceable against the State, and (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser.